

# **EXHIBIT 18**

**LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT**

**FOR**

**HANOVER BENEFIT PLANS, LLC**  
**(A Member-Managed Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") of and for **Hanover Benefit Plans, LLC**, a Delaware limited liability company (the "Company"), is made and entered into on this 4th day of February, 2010 by and between:

<u>Name</u>	<u>Address</u>	<u>Capital Interest</u>
a. Benistar Client Services, Inc.	100 Grist Mill Road Simsbury, CT 06070	99%
b. American Fiduciary Services, Inc.	100 Grist Mill Road Simsbury, CT 06070	1%

and each natural person and/or entity subsequently admitted to the Company. These natural persons and/or entities shall be known as and referred to herein collectively as "Members" and individually as a "Member."

The Members have formed the Company under the laws of the State of Delaware. Accordingly, in consideration of the conditions contained herein, the Members agree as follows:

1. Formation. The Members formed the Company pursuant to the Delaware Limited Liability Company Act, as amended (the "Act"). A certificate of formation has been filed with the Delaware Secretary of State on February 4, 2010.
2. Name. The name of the Company shall be **Hanover Benefit Plans, LLC**.
3. Registered Office and Agent. The identity of the Company's registered agent and location of its registered office in Delaware shall be:

Benistar Employer Services Trust Corporation  
1000 North West Street Suite 1200  
Wilmington, DE 19801

4. Term. The Company shall continue indefinitely, unless dissolved by:

- (a) Members whose capital interest exceeds fifty percent (50%) vote for dissolution;
- (b) any event which makes it unlawful for the business of the Company to be carried on by the Members;
- (c) the death, resignation, expulsion or bankruptcy of a Member holding more than fifty percent (50%) capital interest; or
- (d) any other event causing a dissolution of the Company under the laws of the State of Connecticut.

5. Business Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Act.

6. Principal Place of Business. The location of the principal place of business of the Company shall be:

100 Grist Mill Road  
Simsbury, CT 06070

7. Admission of Additional Members. No additional members may be admitted to the Company without the prior unanimous written consent of all the existing members.

8. Management. The management of the Company shall be vested in and exercised solely by the Managing Member as identified on the last page hereof. The Managing Member shall be vested with all powers of management as allowed under the Act. The Managing Member may be replaced at any time and for any reason (or for no reason) by an affirmative vote of Members holding at least 50.1% of the membership interests in the Company.

9. Profits, Losses & Distributions. The allocation of profits, losses and distributions in the Company shall be according to the capital interest percentages listed in the preamble above.

10. Liability. The liability of the Members shall be limited as provided under the Act. The Company shall fully indemnify the Members for any and all damages, actions, claims, demands, causes of actions, lawsuits, attorneys' fees and expenses incurred by reason of the membership in the Company of the Members.

11. Transfers. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at fair market value as determined by either mutual agreement of the Members or an appraisal performed by a qualified appraiser. If such other Members decline or fail to elect to purchase such interest within forty-five (45) days after the fair market value has been determined, then the selling Member may sell, assign or transfer his interest to any third party of his choosing. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of profit, loss and distributions to which that Member would otherwise be entitled. In the case of death of a Member, that Member's interest shall pass automatically to the heirs of that Member, who shall be bound by the terms of this Agreement.

12. Fiscal Year. The fiscal year of the Company shall end on December 31<sup>st</sup>.

13. Arbitration; Governing Law. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, which cannot be amicably settled by the Members themselves within thirty (30) days after receipt of notice of breach by a Member, shall be settled by binding arbitration (with a single arbitrator) in Hartford County, Connecticut, administered by the American Arbitration Association ("AAA") arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be governed by and according to the Act and the internal laws of the State of Connecticut.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

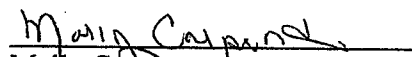
MANAGING MEMBER:

Kathy Kehoe

MEMBER:

Molly Carpenter

  
For the LLC and himself personally  
and as the Managing Member

  
Molly Carpenter  
For the other Members